

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Keosha Harmon	:	
c/o Piontek Law Office	:	
951 Allentown Road	:	
Lansdale, PA 19446	:	
Plaintiff	:	15-cv-06055
v.	:	
Equifax Information Services, LLC	:	
1500 Peachtree Street, NW	:	
Atlanta, GA 30309	:	Jury Trial Demanded
and	:	
X,Y,Z Corporations,	:	
Defendants	:	

PLAINTIFF'S FIRST AMENDED COMPLAINT

1. This is a lawsuit for damages brought by an individual consumer for Defendant(s)' alleged violations of the Fair Credit Reporting Act (FCRA), and the Fair and Accurate Credit Transaction Act (FACTA), 15 U.S.C. 1681, et seq.
2. Venue is proper in this District because Defendant(s) regularly do(es) business in this jurisdiction and avails itself of the benefits of the market in this jurisdiction.
3. Similarly situated consumers who may be potential witnesses reside in this jurisdiction.
4. Plaintiff resides near this jurisdiction.
5. A substantial portion of the transaction(s), occurrence(s) act(s) and / or omission(s) complained of in this action took place near this jurisdiction.
6. Key witnesses may be located at or near this jurisdiction.

7. Plaintiff is Keosha Harmon, an adult individual with a mailing address of c/o Piontek Law Office, c/o Piontek Law Office, 951 Allentown Road, Lansdale, PA 19446.

8. Defendants are the following individuals and business entities.

a. Equifax Information Services, LLC, a corporation with an address including but not limited to 1500 Peachtree Street, NW, Atlanta, GA 30309.

b. X,Y,Z Corporations, business identities whose identities are not known to Plaintiff at this time, but which will become known upon proper discovery. It is believed and averred that such entities played a substantial role in the commission of the acts described in this complaint.

COUNT ONE: Violation of the Fair Credit Reporting Act and the Fair and Accurate Credit Transactions Act, 15 USC 1681 et. seq.

9. All previous paragraphs of this complaint are incorporated by reference and made a part of this complaint.
10. At all times mentioned herein Plaintiff was a consumer as defined by 15 USC 1681.
11. At all times mentioned herein Plaintiff was a person as defined by 15 USC 1681a (c).
12. At all times mentioned herein Plaintiff was an individual as defined by 15 USC 1681a (c).
13. At all times mentioned in this Complaint, Defendant(s) maintained a “consumer report” on Plaintiff as defined by 15 USC 1681(a)(d) et. seq.
14. At all times mentioned in this Complaint, Defendant(s) was a “consumer Reporting Agency” (CRA) as defined by 15 USC 1681a(f) et. seq.
15. At all times mentioned in this Complaint, Defendant(s) was a “person” as defined by 15 USC 1681a(f) et. seq.
16. Prior to the commencement of this action, Plaintiff contacted Defendant(s) and requested Plaintiff’s consumer report from Defendant(s).

17. Upon Plaintiff's request for Plaintiff's consumer report, Defendant(s) did provide Plaintiff with a free annual copy of Plaintiff's consumer report.
18. The consumer report provided to Plaintiff by Defendant(s) contained the names and addresses of certain business entities that had accessed Plaintiff's consumer report in the last 12 months.
19. According to 15 USC 1681g(a), a consumer reporting agency is required to disclose to the consumer the names of all persons or business entities that accessed the consumer's report within the last 12 months of the date of the report.
20. In addition to the requirement to disclose the names of all persons or business entities that accessed the consumer's report, the consumer reporting agency is also required to provide the telephone number for the persons or business entities that accessed the consumer's report in the last 12 months, upon written request of the consumer to disclose such telephone number(s), pursuant to 15 USC 1681g(a)(3).
21. Plaintiff sent a written request to Defendant for telephone numbers for Sprint Nextel that had accessed her consumer report in the last 12 months from the date of the request(s).
See attached exhibits.
22. Defendant(s) received such written request from Plaintiff.

23. Defendant(s) refused to disclose to Plaintiff's the telephone numbers for Sprint Nextel.

See attached exhibits.

24. By refusing to disclose to Plaintiff's the telephone numbers for Sprint Nextel,

Defendant(s) violated 15 USC 1681g(a)(3).

LIABILITY AND DAMAGES

25. The previous paragraphs of this Complaint are incorporated by reference.
26. It is believed and averred that the acts committed by Defendant(s), were willful.
27. Defendant(s) is liable for the acts committed by its agents under the doctrine of respondeat superior because Defendant's agents were acting within the scope of their employment with Defendant.
28. In the alternative, Defendant(s) is liable for the conduct of its agents / employees under the theory of joint and several liability because Defendant and its agents / employees were engaged in a joint venture and were acting jointly and in concert.
29. Any mistake made by Defendant(s) would have included a mistake of law.
30. Any mistake made by Defendant(s) would not have been a reasonable or bona fide mistake.
- 31.** It is believed and averred that Defendant(s)' acts and omissions were willful, and not an oversight, for the following reasons.
- a.** Plaintiff's request for the telephone numbers was clear and unambiguous.
 - b.** Defendant(s) blatant refusal to adequately respond to Plaintiff's aforementioned written requests for telephone numbers.

- c.** Defendant(s)' failure to provide the telephone numbers of the entities that accessed Plaintiff's consumer report to Plaintiff was the result of Defendant(s) policies, practices and procedures which were antithetical to Defendant(s) duties to provide such telephone numbers pursuant to 15 USC 1681g(a)(3).
- d.** Numerous other similarly situated consumers were also affected in a similar manner as the Plaintiff as the result of Defendant(s) policies, practices and procedures which were antithetical to Defendant(s) duties to provide such telephone numbers pursuant to 15 USC 1681g(a)(3).

32. Plaintiff believes and avers that Plaintiff is entitled to at least \$1.00 actual damages for Plaintiff, including but not limited to phone, fax, stationary, postage, etc.

33. Plaintiff believes and avers that Plaintiff is entitled to \$1,000.00 statutory damages or other amount to be determined by this Honorable Court, because of the willful nature of the violations, pursuant to 15 USC 1681 et. seq.

34. Because Defendant(s)' acts and omissions were willful, and therefore that punitive damages are warranted Plaintiff requests punitive damages against Defendant in the amount to be determined by this Honorable Court.

35. For purposes of a default judgment, Plaintiff believes and avers that the amount of such punitive damages should be no less than \$9,000.00.

ATTORNEY FEES

36. The previous paragraphs of this Complaint are incorporated by reference and made a part of this Complaint.

37. Plaintiff believes and avers that Plaintiff is entitled to reasonable attorney fees for prosecuting this action pursuant to 15 USC 1681 et. seq.

38. Plaintiff believes and avers that Plaintiff's attorney fees amount to no less than \$1,226.00 at a rate of \$350.00 per hour, enumerated below, or such other amount as the Court deems just and proper.

a. Consultations with client, review of file	.5
b. Drafting, editing, review, redaction and filing of complaint, and service of Complaint and related documents	1
c. Follow up contact with Defense	2
<hr/>	
3.5 x \$350 = \$1,226	

39. Plaintiff's attorney fees continue to accrue as the case move forward.

40. The above stated attorney fees are for prosecuting this matter and reasonable follow up.

OTHER RELIEF

41. The previous paragraphs of this Complaint are incorporated by reference and made a part of this Complaint.

42. Plaintiff seeks declaratory relief.

43. Plaintiff seeks in an order directing Defendant to comply with the aforementioned provisions of the Fair Credit Report and the Fair and Accurate Credit Transactions Act, 15 USC 1681 et. seq.

44. Plaintiff requests a jury trial in this matter.

45. Plaintiff demands a jury trial in this matter.

46. Plaintiff demands fees and costs for prosecuting this matter.

47. Plaintiff seeks such other relief as this Honorable Court may deem just and proper.

Wherefore, Plaintiff demands judgment against Defendant(s) in the amount of no less than \$11,227.00 as enumerated below.

\$1.00 more or less actual damages.

\$1,000.00 statutory damages for count one

\$1,226.00 attorney fees

\$9,000 punitive damages

\$11,227

Plaintiff seeks such additional relief as the Court deems just and proper.

/s/ Vicki Piontek

12/26/15

Vicki Piontek, Esquire
Attorney for Plaintiff
951 Allentown Road
Lansdale, PA 19446
877-737-8617
palaw@justice.com
Fax: 866-408-6735

Date

EXHIBITS

Keosha Harmon
3000 Chestnut Street
P.O. Box 42201
Philadelphia, PA 19101
267 [REDACTED]

Equifax Information Services
P.O. Box 740241
Atlanta, GA 30374

Re: Keosha Harmon SSN [REDACTED] DOB 8/30/1982
Formerly Known as Keosha Parker King

To Whom it May Concern:

Recently I received a copy of my Equifax consumer report. Several companies made inquiries and received my consumer report in the last 12 months. See attached excerpt from your company showing these inquiries.

My consumer report does not show the telephone number for all of the companies that made the inquiries. Sometimes the phone number appears for some of the companies. Sometimes the telephone number for the companies does not appear.

I would like to request the telephone numbers for the following companies that accessed my consumer in the last 12 months.

First Premier Bank Date of Inquiry 1-16-2015

Sprint Nextel Date of Inquiry 2/24/2015

- AT&T Services Date of Inquiry 11/13/2014

Enclosed please find a copy of my photo ID to prove my identity.

Thank you.

Sincerely,



Keosha Harmon Date

Company Information		Inquiry Dates	
Comerity Bank/Twintax PO Box 182789 Columbus, OH 43218-2789		05/08/2014	
Verizon East 401 S High St 2nd Fl West Chester, PA 19382-3338 Phone: (800) 837-4968		03/28/2014 12/16/2013	
FingerhutWebbank 6509 Flying Cloud Dr Eden Prairie, MN 55344-3307 Phone: (800) 366-2347		01/21/2014	
Comcast-Philadelphia 4008 N Dupont Hwy New Castle, DE 19720-6314 Phone: (215) 665-1700		12/13/2013	
Discover Bank 2500 Lake Cook Rd Post Screen (Risk) Riverwoods, IL 60015-3851 Phone: (800) 347-2683		08/05/2013 04/29/2013	
WF Cnd Svc PO Box 3696 Portland, OR 97208-3696 Phone: (800) 642-4720		05/28/2013	
American Express TRS CO, Inc 4315 S 2700 W Salt Lake City, UT 84184-0001 Phone: (800) 954-0559		04/27/2013	
Inquiries that do not display to companies (do not impact your credit score) (This section includes inquiries which display only to you and are not considered when evaluating your credit worthiness. Examples of this inquiry type include a pre-approved offer of credit, insurance, or periodic account review by an existing creditor.)			
Company Information - Prefix Descriptions:			
PRM - Inquiries with this prefix indicate that only your name and address were given to a credit grantor so they can provide you a firm offer of credit or insurance. (PRM inquiries remain for 12 months)			
PR - Inquiries with this prefix indicate that a creditor reviewed your account as part of a portfolio they are purchasing. (PR Inquiries remain for 12 months)			
AM or AR - Inquiries with these prefixes indicate a periodic review of your credit history by one of your creditors. (AM and AR inquiries remain for 12 months)			
Equifax or EFX - Inquiries with these prefixes indicate Equifax's activity in response to your contact with us for a copy of your credit file or a research request.			
ND - Inquiries with this prefix are general inquiries that do not display to credit grantors. (ND inquiries remain for 24 months)			
ND MR - Inquiries with this prefix indicate the reissue of a mortgage credit report containing information from your Equifax credit file to another company in connection with a mortgage loan. (ND MR inquiries remain for 24 months)			
EMPL - Inquiries with this prefix indicate an employment inquiry. (EMPL inquiries remain for 24 months)			
Company Information		Inquiry Dates	
Equifax PO Box 740241 Atlanta, GA 30374-0241 Phone: (800) 686-1111		02/25/2015 02/25/2015 10/06/2014 10/03/2014 10/03/2014 10/03/2014 05/08/2014 05/08/2014	
PRM-First Premier Bank Promo 800 W Delaware St Sioux Falls, SD 57104-0347		02/15/2014 02/15/2014 01/16/2015	

IDENTIFICATION CARD

No. [REDACTED] Dups: 01

DOB: [REDACTED]

Sex: F

Eyes: BRO



Height: 5'04"

Issued: 08/14/2013

Expires: 03/31/2017

Keosha Harmon

KEOSHA HARMON
3000 CHESTNUT ST
PO BOX 42281
PHILADELPHIA PA 19101

P. O. Box 105518
Atlanta, GA 30348



000000522 F0ECA0428150104330000 01 000000
001928290-1074
Keosha Harmon
PO Box 42201
Philadelphia, PA 19101-2201

EQUIFAX

CREDIT FILE: April 27, 2015
Confirmation

Dear Keosha Harmon:

Below are the results of your reinvestigation request and, as applicable, any revisions to your credit file. If you have additional questions regarding the reinvestigated items, please contact the source of that information directly. You may also contact Equifax regarding the specific information contained within this letter or report within the next 60 days by visiting us at www.investigate.equifax.com or by calling a Customer Representative at (888) 425-7961 from 9:00am to 5:00pm Monday-Friday in your time zone.

For an added convenience, use one of the below options to start an investigation or check the status of your dispute.

Please note, when you provide documents, including a letter, to Equifax as part of your dispute, the documents may be submitted to one or more companies whose information are the subject of your dispute.

Visit us at www.equifax.com/CreditReportAssistance or Call us at 866-349-5186.

Thank you for giving Equifax the opportunity to serve you.

The Results Of Our Reinvestigation

>>> **We have reviewed the current address. The results are:** The current address has been added/updated per the information you have supplied. **PO Box 42201 Philadelphia PA 19101**

>>> **We have reviewed the Inquiry Information. The results are:** Inquiries are a matter of record of all companies that have accessed your credit file. If you have additional questions about this item please contact: **Sprint Nextel, Lone Tree CO 80124**

>>> **We have reviewed the Inquiry Information. The results are:** Inquiries are a matter of record of all companies that have accessed your credit file. If you have additional questions about this item please contact: **At&T, 15 E Midland Ave 4th FL, Fraud Dept., Paramus NJ 07652-2938 Phone: (877) 844-5584**

>>> **We have reviewed the Inquiry Information. The results are:** Equifax, CSC credit services, ACIS, update, PRM, AM and AR inquiries are not provided to prospective credit grantors. A PRM inquiry indicates that only your name and address were provided to a potential credit grantor. PRM, AR, and AM inquiries remain on the credit file for 12 months and are not shared with potential credit grantors. If you have additional questions about this item please contact: **First Premier Bank Promo, 900 W Delaware St, Sioux Falls SD 57104-0347**